

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 24	
2. CONTRACT NO.		3. SOLICITATION NO. W9124Q-06-R-0008		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 08 Jun 2006		6. REQUISITION/PURCHASE NO.
7. ISSUED BY ARMY CONTRACTING AGENCY (ACA) DIRECTORATE OF CONTRACTING SFCA-SR-WS BLDG 143 WHITE SANDS MISSILE RANGE NM 88002			CODE W9124Q	8. ADDRESS OFFER TO (If other than Item 7)		CODE	
			<b>See Item 7</b>				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
<b>SOLICITATION</b>							
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME HORTENSIA E. TELLEZ		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 505 678-5413		C. E-MAIL ADDRESS tellezhe@wsmr.army.mil	
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<b>OFFER (Must be fully completed by offeror)</b>							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE		18. OFFER DATE
<b>AWARD (To be completed by Government)</b>							
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )					23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (If other than Item 7)			CODE	25. PAYMENT WILL BE MADE BY		CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)  TEL: EMAIL:					27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.							

Section B - Supplies or Services and Prices

SUPPLIES OR SERVICES  
SECTION B:

- B.1 This is an Indefinite Delivery Indefinite Quantity (IDIQ) type contract utilizing Firm-fixed-Price (FFP) Delivery Orders in accordance with Federal Acquisition Regulation (FAR) Part 16. Period of Performance is five (5) years. Funds will be obligated on individual Delivery Orders.
- B.2 The Contracting Officer’s decision to issue a Delivery Order shall be based on the criteria stated in this contract and in compliance with all applicable FAR guidelines, together with Defense Federal Acquisition Regulations Supplement (DFARS) and Army Supplements.
- B.3 Supplies ordered under this IDIQ contract shall be set forth in each individual delivery order. Each delivery order shall be for a minimum of 100 primer kits and 67 powder kits and a maximum of 250 primer kits, 167 primer kits.
- B.4 The First Article kits must pass the First Article Tests (FAT) before any delivery orders are placed for the minimum quantity. If the First Article Test does not pass, the contractor will prepare a report which describes why the test did not pass and what changes will be made so that the next attempt will pass.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FIRST ARTICLE KITS FFP First Article Test (FAT) Kits FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	FIRST ARTICLE KITS FFP 4 months following contract award 40 evaluation primer kits, 27 evaluation powder kits FOB: Destination	1	Lot		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	FIRST ARTICLE KITS FFP 5 months following contract award 40 evaluation primer kits, 27 evaluation powder kits FOB: Destination	1	Lot		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	PRODUCTION KITS FFP 100 Primer Kits, 67 Powder Kits FOB: Destination	50	Lot		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	PRODUCTION KITS FFP 200 Primer Kits, 134 Powder Kits FOB: Destination	50	Lot		
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				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	PRODUCTION KITS FFP 250 Primer Kits, 167 Primer Kits FOB: Destination	50	Lot		
					<hr/>
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	SUPPORT FFP 1000 hours per year of system engineering effort to include but not limited to the the following tasks: 1. Material testing 2. Material and kit sample requests 3. Data collection 4. Data reporting 5. Teleconferences 6. Meeting participation 7. Audits 8. Hosting Government visits FOB: Destination	5	Years		

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NET AMT

## Section C - Descriptions and Specifications

### SECTION C STATEMENT OF WORK

#### C.1 GENERAL

C.1.1. This Statement of Work (SOW) defines the products and services required to establish and maintain a thermal spray kit manufacturing facility, to produce Government qualified thermal spray kits.

C.1.2. Contracting Office at White Sands Missile Range (WSMR) will provide all contracting functions in accordance with FAR, DFAR and its supplements. The Navstar Global Position System (GPS) Joint Program Office (JPO) in consultation with the National Security Agency (NSA) will maintain technical oversight of the kit production process.

C.2.1. The NavstarGPS JPO will provide technical direction to the kit manufacturer through the Contracting Office.

#### C.2 Objectives

C.2.1 To achieve a greater availability, reproducibility, manufacturability and price stability of thermal spray kits.

C.2.2. Specific quantities and capacities of kit production are detailed below.

#### C.3 Applicable Documents

##### C.3.1. Requirements Documents

C.3.1.1. PS-TSG2-001 "Navstar Global Positioning System Product Specification for Thermal Spray Generation Two Kit Manufacturing" (U//FOUO).

C.3.1.2. PS-TSG2-002 "Navstar Global Positioning System Product Specification for Thermal Spray Generation Two Kit Materials" (SECRET//NOFORN).

Request for above documents (C.3.1.1 and C.3.1.2) must be submitted on Corporate Letterhead that states the solicitation number and title, corporate cage code number, capability of classified document storage and evidence of SECRET clearance.

C.3.1.3. DD Form 254 Contract Security Classification Specification signed by a WSMR Security representative.

##### C.3.2. Reference Documents

C.3.2.1. Classification Guide for the Thermal Spray Program (U//FOUO).

C.3.2.2. White Sands Missile Range document number 200-1, hazardous material.

#### C.4 Requirements

C.4.1. All kit materials shall be purchased and processed in accordance with PS-TSG2-002 (Requirements Document 3.1.2).

C.4.2. All production processes shall be performed in accordance with PS-TSG2-001 (Requirements Document 3.1.1).

C.4.3. All kits shall be shipped to the following address:

Commander, White Sands Missile Range  
CSTE-DTC-WS-SV-M (Attn: Roger Sloan)  
Bldg 21225  
White Sands Missile Range, New Mexico 88002

C.4.4. The manufacturer shall certify and maintain objective quality evidence that the product offered conforms to the producers own drawings, specifications, standards, quality assurance practices and is the same as the product offered as evaluation kits for Government qualification of the thermal spray kit manufacturer.

C.4.4.1. The Contracting Officer reserves the right to require proof of such conformance prior to the first delivery and thereafter as may be otherwise provided for under the provisions of the contract.

C.4.5. A Certificate of Conformance shall accompany all kit shipments delivered by the kit manufacturer to the Contracting Officer.

C.5.1. The approved kit manufacturer is responsible for all inspection, examination, and test requirements specified in the requirements documents referenced in this document.

C.4.5.2. The Government reserves the right to perform any of the inspection, examinations, or tests described in the requirements documents, which are deemed necessary to assure compliance with this requirement.

C.4.6. All routine inspection examination and testing performed more than once per month will be accomplished in the kit manufacturer's facilities.

C.4.6.1. Except as otherwise specified in the contract or requirements documents the manufacturer may use other Government approved facilities suitable for non-routine inspection, examination and testing called for in the requirements documents.

C.4.7. The kit manufacturer shall support up to 1000 man hours per year of undefined system engineering effort above and beyond the effort required to establish and operate a thermal spray kit manufacturing facility; to include but not limited to the following tasks:

C.4.7.1. Material testing.

C.4.7.2. Material and kit sample requests.

C.4.7.3. Data collection.

C.4.7.4. Data reporting.

C.4.7.5. Teleconferences.

C.4.7.6. Meeting participation.

C.4.7.7. Audits

C.4.7.8. Hosting Government visits.

C.4.8. Prior to full rate thermal spray kit production, the manufacturer shall accept up to 30% change in PS-TSG2-001 and PSTSG2-002 at no additional cost that does not adversely affect materials, equipment, facilities, or personnel type or time (i.e. processing time shortens, simpler mixing instructions).

C.4.8. The kit manufacturer shall ensure on a quarterly basis that an on-shore source for all kit raw materials exists.

C.4.9. The kit manufacturer shall maintain an adequate supply of materials such that thermal spray kit production is not impacted by any shortage of materials.

#### C.5. Assumptions

C.5.1. There will be a period of time following delivery of the evaluation thermal spray kits that the kit manufacturer will not be required to produce additional kits.

C.5.1.1. The coating vendors, or thermal spray kit users, will have to qualify the new suppliers of thermal spray kits as well as the new formulation as Class I changes to their production process.

C.5.1.2. This down time is expected to last at least 3 months and the kit manufacturer may choose to conduct training or additional facility modifications and equipment installation at this time.

#### C.6 Deliverables.

C.6.1. The proposal to meet the requirements of the SOW to include price and schedule taking into consideration items identified in paragraphs C.6.1.2 through C.6.1.5 and to accommodate the deliverables and timelines specified in this section.

C.6.1.1. The proposal should include narrative descriptions of the items identified in C.6.1.2 through C.6.1.5 and how each of the SOW requirements will be met. Also provide narrative descriptions of how the deliverable timeline will be preserved.

C.6.1.2. Facilities, including all security, safety and storage modifications required.

C.6.1.3. Equipment purchase and installation.

C.6.1.3.1. PS-TSG2-001 (Requirements Document 3.1.1) Appendix C contains recommendations for tools and equipment.

C.6.1.4. Personnel with recommended experience and required security clearances.

C.6.1.4.1. PS-TSG2-001 (Requirements Documents 3.1.1) Appendix C contains recommendations for personnel experience.

C.6.1.5. Classified and hazardous materials purchase, storage and disposal.

C.6.2. Manufacturing plan, with flow charts; 30 days following contract award.

C.6.3. Quality Control Plan, with flow charts; 30 days following contract award.

C.6.4. Classified and hazardous material purchase and waste disposal plan; 30 days following contract award.

C.6.5. The kits waste disposal may require consultation with the NSA, the point of contact will be provided upon request.



C.6.6. A monthly number of production thermal spray kits as specified by contract delivery orders; once production begins.

C.7 Period of Performance will be five years

C.7.1 Work should begin at contract award, approximately 15 August 2006.

C.8 Government Furnished Information

C.8.1 Each document identified in section 3.

C.8.1.1. Updates to any of these documents will be provided to the kit manufacturer.

C.8.2. Production orders two months in advance.

C.8.3. Six month production order forecasts.

## Section D - Packaging and Marking

### SECTION D:

#### D.1 GENERAL

At a minimum the following paragraphs shall be applicable to all Delivery Orders issued under this IDIQ contract, unless otherwise specified by an individual Delivery Order. Additional requirements may be specified in each Delivery Order.

#### D.2. PACKAGING AND MARKING OF DELIVERABLES.

D.2.1. Packaging and marking of all deliverables shall be in accordance with the best commercial practice necessary to ensure safe and timely delivery at destination, in accordance with the applicable security requirements.

D.2.2. All data and correspondence submitted to the Contracting Officer and/or Delivery Order Monitor, shall reference the contract number, delivery order number and the name(s) of the Delivery Order Monitor as appropriate. A copy of all correspondence sent to the Delivery Order Monitor shall be provided to the Contracting Officer or Specialist.

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0001AA	Destination	Government	Destination	Government
0001AB	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	N/A	N/A	N/A	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-1	Contractor Inspection Requirements	APR 1984
52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984

## CLAUSES INCORPORATED BY FULL TEXT

## 52.209-4 FIRST ARTICLE APPROVAL--GOVERNMENT TESTING (SEP 1989)

(Contracting Officer shall insert details)

(a) The Contractor shall deliver **one** unit(s) of Lot **subclins 0001AA and 0001AB** within **the specified time stated on the subclins** from the date of this contract to the Government at **the address stated under Section C under C.4.3** for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within **30** calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) of this clause. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor--

(1) May deliver the approved first article as a part of the contract quantity (of the First Article), provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraphs (b) or (c) of this clause, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(End of clause)

## SECTION E

### E.1. INSPECTION AND ACCEPTANCE.

Final inspection and acceptance of all work, performance, reports and other deliverables under this contract shall be performed at the location specified in each individual Delivery Order. The Delivery Order shall designate the individual responsible for inspection and acceptance.

### E.2 BASIS FOR ACCEPTANCE

E.2.1. The Government will require a period not to exceed 30 calendar days after receipt of First Article kits for inspection and acceptance or rejection unless otherwise specified.

E.2.2. The Government will require a period not to exceed 30 calendar days after receipt of production units for inspection and acceptance or rejection unless otherwise specified in individual Delivery Orders.

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0001AA	01-DEC-2006	1	N/A FOB: Destination	
0001AB	02-JAN-2007	1	N/A FOB: Destination	
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A

## CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

SECTION F

F.1 The period of performance, deliverables, and milestones shall be specified in each Delivery Order (DO). DOs will be issued in accordance with the ordering clauses at FAR 52.216-18, 52.216-19, and 52.216-22.

F.2 A warranted United States Government Contracting Officer within the limitations of his or her warrant must issue all Dos. The Contractor prior to issuance of the DO shall perform no work unless authorized, in writing, by the cognizant Contracting Officer.

F.3. Delivery of supplies, written documents, etc. (including required formatted and delivery locations) shall be in accordance with the DO requirement. All correspondence and reports related to each DO shall be delivered to the cognizant Contracting Officer and/or designated Delivery Order Monitor as specified in the DO.

F.4. The total issuance of delivery order against this contract will not exceed five (5) years from date of award or maximum quantity, which ever occurs first.

F.5. Delivery Schedule and Delivery Address for work ordered under this contract will be specified in each individual delivery order.

## Section G - Contract Administration Data

SECTION G  
INVOICING INSTRUCTIONS

We prefer to make payments with a Government Purchase Card (VISA). Invoices shall be submitted to Hortensia Tellez/Contract Specialist electronically for payment authorization on the 5<sup>th</sup> of each month for payment within 30 days of acceptance. Specialist will call to make payment once the order has been completed and accepted. Proper invoices must be sent electronically to [hortensia.e.tellez@us.army.mil](mailto:hortensia.e.tellez@us.army.mil) or by fax to (505) 678-5107. Upon completion of payment(s), a proper invoice marked "FINAL" and a valid receipt of payment must be submitted.

## G.1 GENERAL

G.1.1. The following paragraphs shall be applicable to all Delivery Order issued under this contract unless otherwise specified by an individual Delivery Order. Additional contract administration data may be specified in the individual Delivery Orders.

## G.1.2. ELECTRONIC COMMERCE

In accordance with FAR Part 2 electronic commerce definition and FAR Subparagraph 4.502 (Electronic Commerce in Contracting Policy), the Contractor shall communicate with the Government utilizing electronic mail.

## G.1.3. PURCHASING AND CONTRACT ADMINISTRATION OFFICE POINTS OF CONTACT

Contracting Officer: Norma Martinez  
Telephone: 505-678-3481  
Email: [norma.m.martinez@us.army.mil](mailto:norma.m.martinez@us.army.mil)  
Address: Army Contracting Agency  
ATTN: SFCA-SR-WS  
Bldg 143, Crozier St.  
WSMR, NM 88002-5201

Contract Administrator: Hortensia Tellez  
Telephone: 505-678-5413  
Email: [hortensia.e.tellez@us.army.mil](mailto:hortensia.e.tellez@us.army.mil)  
Address: Army Contracting Agency  
ATTN: SFCA-SR-WS  
Bldg 143, Crozier St.  
WSMR, NM 88002-5201

## G.2. ACCOUNTING AND APPROPRIATION DATA

The applicable accounting and appropriation data will be cited on individual Delivery Orders placed against this contract.

## G.3. REMITTANCE INFORMATION

See FAR 52.232-36, Payment by Third Party

## G.4. ORDERING

G.4.1. Ordering will be placed by the Army Contracting Agency, Directorate of Contracting, White Sands Missile Range, NM.

Section H - Special Contract Requirements

SECTION H

H.1 DELIVERY ORDERS

Supplies and or/services to be furnished under this contract shall be ordered by the issuance of unilateral Delivery Orders in accordance with FAR 52.216-18 "Ordering" and subject to limitations under FAR 52.216-19. Delivery orders may be issued on a firm fixed price (FFP). DOs will have a proposal that is in accordance with the SOW incorporated into this contract.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-5	Material Requirements	AUG 2000
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2006
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-1	Buy American Act--Supplies	JUN 2003
52.225-5	Trade Agreements	JAN 2006
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.232-36	Payment by Third Party	MAY 1999



52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-2	Production Progress Reports	APR 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-6	Change Order Accounting	APR 1984
52.248-1	Value Engineering	FEB 2000
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7025	Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends	JUN 1995
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7007	Limitation Of Government's Obligation	APR 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7001	Reports Of Government Property	MAY 1994
252.246-7001	Warranty Of Data	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **contract award date** through **end of contract term**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 100 primer kits and 67 powder kits, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of contract amount;

(2) Any order for a combination of items in excess of contract amount; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after end of contract term.

(End of clause)

## 52.243-7 NOTIFICATION OF CHANGES (APR 1984)

## (a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 30 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
  - (i) What contract line items have been or may be affected by the alleged change;
  - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 30 calendar days after receipt of notice,

respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/index.html>

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

DD254

Department of Defense Contract Security Classification Specification (DD254) will be incorporated to the contract upon award of contract.

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	OCT 2003
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
52.223-13	Certification of Toxic Chemical Release Reporting	AUG 2003
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	SEP 2004
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2005

## Section L - Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.233-2	Service Of Protest	AUG 1996
52.247-45	F.O.B. Origin And/Or Destination Evaluation	APR 1984

## CLAUSES INCORPORATED BY FULL TEXT

## 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed Price IDIQ contract resulting from this solicitation.

(End of clause)

## 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/index.html>

<http://www/osd/dp/dars/dfars/html>

<http://www/farsite.hill.af.mil/vffara>

<http://www/farsite.hill.af.mil/vfdfa>

(End of provision)

## Section M - Evaluation Factors for Award

## CLAUSES INCORPORATED BY REFERENCE

52.232-15 Progress Payments Not Included

APR 1984

BASIS FOR AWARD

- (a) The Government will award a Firm Fixed Price IDIQ contract resulting from this solicitation to the responsible offeror(s) whose offer, conforming to the solicitation, will be most advantageous to the Government, price and other factors considered. The factors to be used are technical, past performance and price. Proposal must address the factors below in order to be evaluated. We anticipate award to be made without discussions. The following factors shall be used to evaluate offers:

- Qualified facility and capability to manufacture kits
- Quality Assurance Program in place.
- Capability of classified document storage and evidence of SECRET clearance.
- Past Performance experience in building similar items.

Technical capability of the company shall conform to the requirements set forth in Section C of the solicitation. You must show that you have the capability, personnel and equipment to produce the quantity on as needed basis. Any performance requirement that can not be met must be identified. Technical will be on go no go basis.

Past performance - You shall supply the name, point of contact and telephone number of two previous customers to whom similar items have been supplied to.

Price – You shall provide firm-fixed-price on the schedule in Section B.

- (b) Technical and past Performance when combined, are significantly more important than price. When the proposals have been evaluated, a team of government experts will conduct a site visit at which contractors will address the full criteria above. Proposals will be evaluated and rated on technically acceptable low price.